

Argument and Specific Responses to the Office Communication

Specific response to paragraph 1 of the Office communication

With respect to paragraph 1 of the Office communication, the Applicant agree with the Examiner that there are minor errors in the drawings where the wrong reference numbers were used, and new drawings having the correct reference numerals are submitted herein to address the objections.

Specific response to paragraph 2 of the Office communication

With respect to paragraph 2 of the Office communication, the Examiner rejects claims 1-17 and 33-39 because they lack concreteness and tangibility. While the Applicant believe the claims, as presented, are broad rather than insufficiently tangible and concrete, the Applicant is persuaded by the Examiner's analysis that the claims., as written, are unnecessarily troublesome. The Applicant provides herein revised claims to address each and every concerned raised by the Examiner. With respect to the comments regarding the claimed environment, all method claims have been cancelled and the revised claims remove the offending language, and focus on the preferred embodiment of Fig. 4 as described in the specification as filed.

With respect to the Examiner's comments that the claims list devices, but fail to claim the interaction, the rewritten claims include appropriate interaction language as disclosed in the specification.

With respect to the Examiner's comment that the invention produces unpredictable results, the Applicant responds that the clarified new claims provide the

required management steps. Furthermore, the Applicant points out that the claimed invention is essentially a tool, and proper operation of the claimed invention necessarily involves interactions with individuals whose individual skills and preferences influence the outcome of the system, thus perhaps producing unpredictable results not because of a volatile system but because of the unpredictability of the human beings using the invention.

In the revised claims, the Applicant has removed all references to the “environment having consumers and vendors” which is a major source of the Examiner's complaint. The Applicant believes that removal of the “environment having consumers and vendors” language from the claims, and instead relying on the system of Fig.4, including a consultant interface better claims the disclosed system having predictable results.

Specific response to paragraph 3 of the Office communication

Paragraph 3 of the Office communication requires no response.

Specific response to paragraph 4 of the Office communication

With respect to paragraph 4 of the Office communication, claims 1-46 are rejected under § 112 for reasons already addressed above, namely, the vagueness of the environment, lack of detail showing how devices interact with the environment, and the lack of the management step. The arguments provided above are applicable here and are hereby included by references. To summarize the arguments, the claims have been revised to address each of these concerns. The “environment” language has been

completely removed from the claims, all method claims have been cancelled, and details disclosed in the specification have been added to the revised claims to provide the requisite interaction between the claimed elements.

Specific response to paragraph 5 of the Office communication

With respect to paragraph 5 of the Office communication, claims 1-46 are rejected under § 112 for omitting essential steps. As addressed above, the revised claims include detail from the specification that now provides the omitted steps, and the Applicant believes the claims, as revised, no longer suffer from this defect.

Specific response to paragraph 6 of the Office communication

With respect to paragraph 6 of the Office communication, claims 1-46 are rejected under § 112 for failing to clearly point out and claim the Applicant's invention. As discussed above, the Applicant believes the revised claims now specifically claim the embodiment of Fig. 4 and include additional detail from the Applicant disclosure and cure this perceived defect.

The Examiner asserts that the term "consumer" is vague and indefinite, and the Examiner was unable determine if a consumer is a person. The specification makes it abundantly clear that consumers, consultants, vendors, and administrators are people. For example: "... is a daunting task for consumers who use such equipment. Consumers ... typically comprise owners and employees of both small and large business enterprises. (*Specification*, p. 1, lines 17-19. "Consumers ... typically have businesses of their own" (*Specification*, p. 2, lines 6-7.) "The first group depicts tools and processes that a

consumer needs to make an informed, optimal purchasing decision." "...track the time that a specific service call is made by a consumer" (spec, p. 9, lines 14-15).

"...consumers' plans for the future of their new equipment." (*Specification*, p. 10, line 10). "the consumer faxes the paperwork given to them" (*Specification*, p. 12 line 16).

Thus "consumer", as used by the applicant is neither vague nor ambiguous. However, to address the Examiner's concern, the revised claims avoids claiming "an environment having a consumer". The Applicant is confident that the vagueness about "consumer" was not present in the application as filed, but even if the Examiner is unpersuaded by this argument, the defect is cured by the revised claims.

The Examiner asserts "However, the applicant fails to show how the needs analyzer determines a list of needs if the consumer has never made any input of needs". With all due respect, this is error. The specification discloses that the consumer input his or her needs through the needs analyzer. The disclosure says that the needs analyzer is a tool used by the consumer to help the consumer recognize and identify particular needs. (*Specification*, p. 5, lines 9-14). Thus, when the consumer identifies a particular need to the needs analyzer, as disclosed in the specification, that need has been input into the system. Again, in operational examples, the specification discloses "When a consumer provides the system with his or her equipment needs, typically through the needs analysis entry tool, ..." (*Specification*, p. 8, lines 8-9.) Thus the disclosure clearly points out how the consumer input needs to the system.

Nevertheless, even though the Applicant disagrees with the Examiner's analysis as argued above, the Applicant herein submits revised claims by amendment, with additional limitations disclosed in the specification, to address the Examiner's concerns and to

provide a claim set that agrees more closely to the preferred embodiment of the disclosed invention.

Specific response to paragraph 7 of the Office communication

With respect to paragraph 7 of the Office communication, claims 2, 4-16, 18, 20 - 32 are rejected under § 112 for failing to clearly point out and claim the Applicant's invention because each claim includes "performance parameters" which, according to the Examiner, are "vague and indefinite".

Upon review of the disclosure, the Applicant notes that several examples of performance parameters were disclosed, but the term "performance parameters" was not used in the specification. The Applicant believes this defect can be cured by removing terminology in the claims not adequately supported by the disclosure and instead, revising the claims to use alternate language as disclosed in the Applicant's specification.

With respect to what the Applicant meant by "performance parameters", in the specification, the terminology "monitoring contract terms" and "contract terms that can be tracked" was used. For example, the specification discloses: "Another useful operational benefit is monitoring contract terms for consumers using the system". The specification then lists examples of contract terms that are monitored by the system including part replacement frequency (*Specification*, p. 9, lines 6-11), vendor response times (*Specification*, p. 9, lines 12-18), copies between calls (*Specification*, p. 9, line 19 thru p. 10, line 2)." In the original application, the Applicant, through counsel, chose the terminology "performance parameter" to generalize these examples to any measurably performance parameter that could be contractually identified. Upon review, the

Applicant concedes that the failure to use the term "performance parameter" in the specification makes its usage in the claims arguably indefinite in the claims. The Applicant herein cures this defect by replace the term "performance parameter" with the term "monitored contract terms", the latter terminology directly disclosed in the specification.

Specific response to paragraphs 8-11 of the Office communication

With respect to paragraph 8-11, of the Office communication, the Examiner points to a lack of antecedent basis for a number of claims. The Applicant concedes the error in the claims. In as much as this basis of rejection is clerical in nature, rather than substantive, the Applicant provides the amended claims below which have appropriate antecedent basis for all limitations, and respectfully asks that rejection on the basis of lack of antecedent basis be withdrawn and that the revised claims be allowed.

Specific response to paragraph 12 of the Office communication

Paragraph 12 of the Office communication requires no response.

Specific response to paragraphs 13-19 of the Office communication

With respect to paragraph 13-19 of the Office communication, the Examiner rejected claims 1, 3, 17, 19, and 33-46, asserting the Applicant's claims are anticipated by a single reference ("*Saxton*").

Saxton discloses, among other things, a "garden variety" e-commerce system where a computer network is used to facilitate a sales transaction between a consumer

and one or more vendors. The Applicant concedes that e-commerce systems such as that disclosed by *Saxton* that facilitate sales transaction are prevalent in the prior art, and the Applicant further concedes that any claims directed solely to e-commerce sales system are anticipated by *Saxton*. With respect to the sales environment of *Saxton*, the novelty of the Applicant's invention lies with inclusion of a smart needs analyzer having a consultant interface to bridge the gap between consumer needs and vendor specifications. As disclosed in the specification, the consultant interface is particularly useful in a presales situation because the consultant can bridge the terminology gap between consumer needs and vendor specification in numerous cases, when the informal nature of the specified consumer needs does not lend itself to automated conversion to vendor specifications.

The claimed management module as reflected in Fig. 4, is useful in the post-sales environment, and is not addressed at all in the cited art. The Applicant's invention monitors the contract terms as they apply to the actual machines sold to ensure each purchased product performs properly, and, unlike the prior art, as required by the monitored contract terms of the sales contract.

Saxton does not disclose any administrative, performance-related monitoring taught by the Applicant. The Examiner cites *Saxton*, p. 3, par. 25, lines 1-3 which describes a central station that receives an RFQ in an encrypted packet and transmits it to the system. Thus the citation is describing a communication, not an administrative interface, and a person applying the *Saxon's* teaching cannot perform any of the monitoring functions taught by the Applicant, nor does *Saxton* have any involvement with the office equipment after it is sold. The value of the Applicant's system is that the consumer is freed from managing and monitoring sophisticated office equipment, and

Saxon teaches nothing like that, nor does any prior art sales transaction system. Also note that the Examiner's citation of *Saxon*, p. 1, par 14, lines 10-13 is strictly limited to producing sales support documentation such as purchase orders and invoices, and is not capable of performing any administration or monitoring of the sold equipment as is taught by the Applicant.

Specific response to paragraph 20 of the Office communication

Paragraph 20 of the Office communication requires no response.

Specific response to paragraphs 21-22 of the Office communication

With respect to paragraph 21-28 of the Office communication, the Examiner rejected claims 2,4-16, 18, 20-32 and 33-46 as being obvious over *Saxon* in view of *Wojcik*. The Applicant regrets that the Examiner did not provide a specific citation in the 40+ page *Wojcik* patent. Nevertheless, the Applicant, through counsel, has examined *Wojcik* and does not find teachings that would lead one skilled in the art to the Applicant's present invention. The Examiner asserts "*Wojcik* does disclose a method of measuring a monitoring a vendor's performance based on various factors to prepare quotations", and then continues "it is old and well known that using a vendor's performance is a way of determining whether or a consumer would continue doing business with the vendor."

This analysis reveals a misunderstanding of performance parameters, as it relates to the Applicant's invention. The performance parameters are used as part of a vendor monitoring system, primarily after the sale. Furthermore, it is the actual machine that was sold that is monitored, not the vendor's general performance or reputation. It is not well

known in the art to have a single system assist in the purchase of sophisticated office equipment, create a contract that identifies specific behavior of the purchased machine to be monitored as a condition of the sale, and then monitor the equipment after the sale to ensure the performance parameters – or the “monitored contract terms” in the revised claims, are complied with.

The Applicant further asserts that the Examiner’s analysis, bolsters, rather than refutes the Applicant’s claimed invention. Preparing quotations as per the Examiner citations is strictly a presales activity to facilitate a sale. *Wojcik* is simple a sales transactions system that claims to teach nothing more than a system that manages customer orders. (See *Wojcik*, Abstract). In no way does *Wojcik* teach or suggest using a consultant interface to bridge between customer needs and vendor specific requirements. In no way does *Wojcik* teach a way to monitor the performance of the product, after the sale, to verify whether or not the product performs according to the contract terms.

The Applicant concedes that the original claims may not have made it sufficiently clear that the performance parameters were directed to equipment performance rather than vendor performance. However, the specification makes it clear, and the claims, as revised, unambiguously claim the Applicant’s disclosed invention. Since neither *Saxon* nor *Wojcik* teach or suggest monitoring equipment after the sale in accordance with a specially prepared contract as the Applicant teaches, the claims including this limitation should be allowed.

Specific response to paragraphs 23 of the Office communication

The Applicant concedes that *Saxon* collects quote response analyzer that collects responses from a plurality of vendors for viewing, and that limitation, by itself, is not novel, and that the claims cited do depend on the limitations of the parent claims for novelty.

Specific response to paragraphs 24, 25, 27 of the Office communication

The Examiner asserts that *Saxon* teaches an administrative module that anticipates the Applicant's administration module. The Applicant responds that the similarly named components are substantially different. The administration of *Saxon* is a technical administration of the low level networking system, while the Applicant is teaching administering a high level system to manage purchased machines and communicate with the vendors that supplied them. However, the Applicant, by amendment below, has cancelled all claims having the limitation of an administrative module in favor of more specific revised claims limited to the acquisition module and management module of Fig. 4. The Applicant reserves the right to revive administrative module claims, as taught by the Applicant, in a continuation application.

Specific response to paragraphs 26 of the Office communication

The Examiner implies the claims 8, 10, 13, 15, 16, 34, 26, 29, 31, and 32 are obvious in light of the fact that *Saxon* discloses a purchase order. This is clear error. The purchase order of *Saxon* is a single, simple sales document that is nothing like the Applicant's disclosed, novel system that teaches producing a sophisticated sales contract, not just a purchase order, that describes, in a contract, the behaviors of the purchased

machine that can and will be monitored by the Applicant's system, after purchase. The revised claims claim a sophisticated, coordinated system, that coordinates after-the-sale product monitoring with presales contract writing to produce a system that institutes controls to ensure the customer is getting what he or she paid for.

Specific response to paragraphs 28 of the Office communication

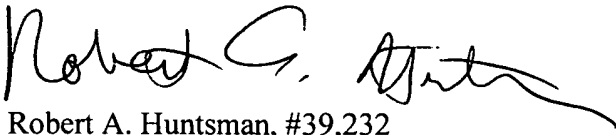
The Examiner implies that claims 12, 14, 28, and 40 are anticipated by *Saxon*, p. 2. par. 24, Lines 1-22. Specifically, the Examiner asserts that *Saxon* discloses the Applicant's acquisition module, including the Applicant's needs analyzer. The Applicant respectfully disagrees. As discussed extensively above, the Applicant's need analyzer bridges the gap between informal consumer needs and rigorous vendor specifications by provided both automated and consultant resource to bridge the gap between the consumer's needs and vendor specification. *Saxon*, to the contrary, requires the purchase to specify the vendor requirements directly using the vendor's terminology, part number and so forth, like most prior art systems. Thus, using *Saxon*, the consumer needs to be "vendor savvy" whereas under the Applicant's teachings, the consumer may express his needs without identifying the solution; the Applicant's need analyzer transforms the consumer needs into vendor specifications on behalf of the consumer.

Conclusion

The Applicant has carefully considered the Examiner's analysis, and has prepared a set of revised claims below that the Applicant believes cures all non-art concerns. With

respect to the art cited by the Examiner, the Applicant has provided detailed argument showing how the Applicant's disclosed claimed invention is substantially different from the cited art. The revised claims correctly claim the disclosed invention, including significant disclosed limitations that distinguish it from the prior art, including the cited art. For all these reasons, the Applicant asks that revised claims be allowed in their entirety.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Robert A. Huntsman", with a stylized flourish extending to the right.

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